Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		~~clause stating: "[VERIZON COMPANY FULL NAME] shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."~~			
VI-1(R)	References	References All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document~~, or provision of Applicable Law~~, as of the Effective Date of this Agreement, and ~~amended and supplemented from time to time (and,~~ in the case of a ~~Tariff or~~ provision of Applicable Law as amended from time to time~~, to any successor Tariff or provision~~).	WorldCom accepts Verizon's proposed Section 35.1, but objects to the phrase "as amended and supplemented from time to time (and, in the case of a Tariff, to any successor Tariff)" in proposed Section 35.2, because that language introduces uncertainty into the interconnection agreement by allowing terms of the agreement to be materially altered by future changes to outside sources such as Tariffs, and allows Verizon to unilaterally change the agreement and undo the effects of the FCC's arbitration. Instead, each reference in the interconnection agreement to a tariff should specify whether the reference is to the tariff as it exists from time to time or as it existed at the time the interconnection agreement was entered into.	WorldCom: General Terms and Conditions § 35 35. References 35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require. 35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).	This language clarifies the Parties' intent regarding references made in the interconnection agreement.
VI-1(S)	Survival of the interconnection agreement	The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information ~~(including but not limited to, Section 10, indemnification or defense (including,~~	WorldCom agrees that the agreement should contain a provision with language substantially like Verizon's proposal, but proposes that the examples provided in this section be changed to avoid terms that may not ultimately be included in the agreement.	WorldCom: General Terms and Conditions § 40 40. Survival The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any	This language memorializes that certain rights, obligations and liabilities shall survive termination of the interconnection agreement.

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		~~but not limited to, Section 20, or limitation or exclusion of liability (including, but not limited to, Section 25~~, compliance with law, audits, and the rights, liabilities, and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.		provision of this Agreement regarding confidential information (including but not limited to, Section 10, indemnification or defense (including, but not limited to, Section 20, or limitation or exclusion of liability (including, but not limited to, Section 25, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.	
VI-1(T)	Technology upgrades	WorldCom's proposed modifications to Verizon's proposed language. "Notwithstanding any other provision of this Agreement but in accordance with the requirements of Section 251(c)(5) of the Act and the FCC's implementing regulations thereunder, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate **~~CLEC~~MCIm's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. **~~CLEC~~ MCIm shall be solely responsible for	While Verizon should be able to upgrade its network, it should not have unfettered discretion to do so. Verizon has the incentive and has demonstrated repeatedly the ability to limit CLECs' access to unbundled network elements (alone or in combination). For example, Verizon continues to claim that it cannot unbundle IDLC loops, despite evidence to the contrary. Similarly, Verizon continues to oppose line sharing and other provision of DSL services over IDLC loops. Given unfettered discretion, Verizon can and will design and implement network technology that limits or otherwise hinders competitors' access to its network. Verizon's discretion to implement new technology should, therefore, be limited to those technologies that do not impede CLECs' lawful access to unbundled	WorldCom: General Terms and Conditions § 42 42. Technology Upgrades Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate **CLEC's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. **CLEC shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.	This language is necessary to memorialize that Verizon shall retain the right to upgrade and maintain its network at its discretion.

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		the cost and activities associated with accommodating such changes in its own network, unless otherwise required by Applicable Law. Nothing in this Section limits MCIm's right to challenge in an appropriate forum network deployment plans of Verizon."	network elements (alone or in combination). Further, instead of being given unfettered discretion, Verizon should give CLECs notice of and an opportunity to comment on proposed technological changes.		
VI-1(U)	Territory	Territory This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State Commonwealth of ~~[STATE].~~ Virginia as of the Effective Date of this Agreement. ~~Notwithstanding any other provision of this Agreement,~~ *AT&T should not be required to indemnify Verizon for errors in or omissions of listings information caused by Verizon's gross negligence or willful misconduct. In those instances, Verizon should be liable for any damages. AT&T does, of course, agree to indemnify Verizon for errors in or omissions of listings information for which AT&T is responsible.* ~~Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third person. Verizon shall provide **CLEC with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date~~	WorldCom has no objection in principle to a provision defining the territorial limits of the agreement, but objects to Verizon's language because it does not limit the relevant territory to that in Virginia where Verizon operates as an ILEC as of the effective date of the agreement, and therefore would allow Verizon unilaterally to change the agreement simply by altering the territory in which it is an ILEC. Verizon cannot sell a portion of its territory without the purchasing party first assuming Verizon's obligations under the agreement. If Verizon could freely sell an exchange without this condition, the intent of the 1996 Act would be thwarted by simple sales of exchanges.	WorldCom: General Terms and Conditions § 43 43. Territory 43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State [Commonwealth] of [STATE]. 43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide **CLEC with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. Verizon shall be obligated to provide Services under this Agreement only within this territory.	This language memorializes that the interconnection agreement shall apply to the territory in Virginia where Verizon operates as an ILEC.

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		~~specified in the notice. Verizon shall be obligated to provide Services under this Agreement only within this territory.~~			
VI-1(V)	Use of service	WorldCom rejects Verizon's proposed language.	WorldCom objects to this provision because it would compel the parties to police the conduct of their customers to ensure their compliance with the agreement, even though the customers are not bound by the agreement and may not know of its existence.	WorldCom: General Terms and Conditions § 47 47. Use of Service Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.	This language confirms the Parties' agreement to use reasonable efforts to ensure that their respective customers comply with the applicable provisions of the interconnection agreement.
VI-1(W)	Warranties	Warranties 1. Except as otherwise provided in this Agreement, Verizon shall perform its obligations under this Agreement at a performance level no less than the level which it uses for itself, its Customers, subsidiaries or Affiliates, or any third party. 2. Verizon warrants that it will provide interconnection to MCIm at any technically feasible point within its network at MCIm's request, and that such interconnection will contain at least all the same features, functions and capabilities, and be at least equal in quality to the level provided by Verizon to itself, its Customers, subsidiaries or Affiliates or any third party.	WorldCom objects to this provision because it would serve no public purpose and would defeat the purposes of the 1996 Act. Many of the services Verizon sells must be merchantable because they are specifically intended to be used by WorldCom in the provisioning or resale of telecommunications services to third parties, and all services Verizon supplies must maintain a certain level of fitness for a particular purposes. Verizon's language would be acceptable if modified to include several express warranties regarding Verizon's compliance with the Act, the FCC's regulations, and the minimum service requirement of non-discrimination or parity.	WorldCom: General Terms and Conditions § 49 49. Warranties EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE	This language disclaims the making or receipt of any warranty, by either Party, except those expressly stated in the interconnection agreement.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		or any third party. 3. Verizon warrants that it will provide to MCIm on a nondiscriminatory basis each and every Network Element and ancillary service described in the UNEs, OSS, and Ancillary Services Attachments of this Agreement, including, but not limited to, Loops, Local Switching, Tandem Switching, Transit, NIDs, Advance Services, Transport (Shared and Dedicated), data switching, Dark Fiber, intelligent network and AIN, Operator Service and Directory Assistance (where applicable), directory assistance data, Directory Listings, E911/911, white and yellow pages, Operations Support Systems, signaling and call related databases, and all the features, functions and capabilities associated with these Network Elements and ancillary services. Verizon further warrants that these Network Elements and ancillary services will contain all the same features, functions and capabilities, and be provided at a level of quality at least equal to level, that Verizon provides to itself, its Customers, subsidiaries or Affiliates, or any third party. 4. Verizon warrants that it will provide to MCIm nondiscriminatory access to poles, pole attachments, ducts, innerducts, conduits, building		USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.	

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		entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets, building risers, rights of way, and other pathways owned or controlled by Verizon, using capacity currently available or that can be made available. 5. Verizon warrants that it will provide MCIm nondiscriminatory access to all the features, functions and capabilities of Verizon's Operations Support Systems (OSS) at a level of quality that is at least equal to the level that Verizon provides to itself, its Customers, subsidiaries or Affiliates, or any third party. 6. Verizon warrants that it will provide MCIm, in a competitively neutral fashion, LNP with the same features, functions, and capabilities that Verizon provides to its Customers, subsidiaries or Affiliates, or any third party. Verizon further warrants that it will provide MCIm with and LNP with as little impairment of functionality, quality, reliability, and convenience as possible. 7. Verizon warrants that this			

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		Agreement is fully lawful and binding on Verizon. 8. Verizon warrants that it will provide to MCIm, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service and all other forms of traffic, with the same features, functions and capabilities that Verizon provides to itself, its Customers, subsidiaries or Affiliates, or any third party, so that MCIm's Customers experience no greater post-dial delay than Verizon's Customers, and are not required to dial any greater number of digits than similarly situated Verizon Customers. 9. Verizon warrants that it will provide MCIm with Local Resale, and with respect to Local Resale will provide Preorder, access to databases, order entry, provisioning, installation, trouble resolution, maintenance, Customer care, maintenance of databases, billing, and service quality, that is at least at a level of quality that Verizon provides for itself, its Customers, subsidiaries or Affiliates, or any third party. Verizon warrants further that it will impose no restrictions on MCIm's resale of these services unless specifically sanctioned by Applicable Law.			

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		10. Verizon warrants that it will provide MCIm on a nondiscriminatory basis space in its premises for collocation, as MCIm may specify.			
VI-1(X)	Withdrawal of services	WorldCom rejects Verizon's proposed language.	WorldCom objects to the provision allowing Verizon to terminate its service offering upon 30 days' notice because it would be unfair to both WorldCom and its customers, would likely cause service interruptions to customers that rely on WorldCom's ability to obtain services from Verizon, and would allow Verizon unilaterally and without limit to void its obligations under the agreement. WorldCom also objects to the provision allowing Verizon to terminate payment of reciprocal compensation and other traffic-related payments because it would give Verizon the unilateral right to amend or void the terms of the agreement and thus undo the results of the arbitration process.	WorldCom: General Terms and Conditions § 50 50. Withdrawal of Services 50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to **CLEC. 50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to **CLEC terminate any provision of this Agreement that provides for the payment by Verizon to **CLEC of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Verizon to **CLEC. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to **CLEC related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this	This language provides that, subject to applicable law, nothing in the interconnection agreement prevents Verizon from terminating its offering and/or provisioning of any service upon 30 days' notice.

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				Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to **CLEC related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.	
VI-2	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include the following provisions from the 1997 agreement, but deleted by WorldCom in its proposed interconnection agreement	Not Applicable	Verizon mischaracterizes the interconnection agreement proposed by WorldCom. WorldCom has not proposed a "default" contract. Rather, WorldCom, in accordance with the Commission's directives, substantively raised discrete issues regarding the interconnection agreement. On every issue WorldCom proposed contract language to address the issue at hand, drawing language from multiple sources. WorldCom did not have a responsibility to raise items Verizon wishes to see in the interconnection agreement.		Because WorldCom deleted these sections without explanation from its proposed interconnection agreement, even though they were contained in the 1997 agreement between the Parties, Verizon can only presume that WorldCom opposes inclusion of these provisions.
VI-2(A)	Limitation of liability provision	WCOM accepts Verizon's proposal to include Section 12.1. from the 1997 Agreement.	See Issue VI-2 generally. Resolved by including in the		**Resolved**

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		Section 12. Limitation of Liability 12.1 Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not be limited by the provisions of this Section 12 in the event of its willful or intentional misconduct, including gross negligence. Bell Atlantic shall be liable to MCIm for lost revenues resulting from Bell Atlantic's breach of this Agreement only to the same extent that Bell Atlantic's Tariffs provide liability for Bell Atlantic end user subscribers' revenue losses. A Party's liability shall not be limited with respect to its indemnification obligations.	agreement Section 12.1. from the 1997 Agreement.		
VI-2(B)	Force majeure provision	WCOM accepts Verizon's proposal to include Section 19.1, 19.2 and 19.3. from the 1997 Agreement. Section 19. Force Majeure 19.1 Except as otherwise specifically provided in this Agreement (including, by way of illustration, circumstances where a Party is required to implement disaster recovery plans to avoid delays or failure in performance and the implementation of such plans was designed to avoid the delay or failure	See Issue VI-2 generally. Resolved by including in the agreement Sections 19.1, 19.2 and 19.3 from the 1997 Agreement.		**Resolved**

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		in performance), neither Party shall be liable for any delay or failure in performance of any part of this Agreement by it caused by acts or failures to act of the United States of America or any state, district, territory, political subdivision, or other governmental entity, acts of God or a public enemy, strikes, labor slowdowns, or other labor disputes, but only to the extent that such strikes, labor slowdowns, or other labor disputes also affect the performing Party, fires, explosions, floods, embargoes, earthquakes, volcanic actions, unusually severe weather conditions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform ("Force Majeure Condition"). In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Bell Atlantic, Bell Atlantic agrees to resume performance at Parity and in a Non-Discriminatory manner.			

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		19.2 If any Force Majeure Condition occurs, the Party whose performance fails or is delayed because of such Force Majeure Condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure Condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable. 19.3 Notwithstanding Section 19.1, no delay or other failure by a Party to perform shall be excused pursuant to this Section by the delay or failure of a Party's subcontractors, materialmen, or suppliers to provide products or services to the Party, unless such delay or failure is itself the product of a Force Majeure Condition, and such products or services cannot be obtained by the Party from other persons on commercially reasonable terms.			
VII-16	Should Verizon be permitted to require AT&T to provide Verizon with adequate assurance of amounts due, or to become due, under the Parties' interconnection agreement?	VZ Proposed language at § 20.3. of the Verizon/AT&T Agreement should be rejected.	In the event that a question arises concerning the ability of one of the parties to make payments under the interconnection agreement, it would be appropriate to provide for a mechanism by which the other party can seek an adequate assurance of payment. AT&T's proposed contract language provides precisely that, in a bilateral, straightforward, commercially reasonable manner. Verizon, however, maintains that it and it alone must have the right to obtain from AT&T whenever it desires the assurance of payment that it, and it alone, deems appropriate.	**20.6** Upon request by Verizon, AT&T shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. Assurance of payment of charges may be requested by Verizon if AT&T (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill (in respect of amounts not subject to a bona fide dispute) rendered to AT&T by Verizon, (c) in Verizon's reasonable judgment, at the Effective	The Parties' interconnection agreement should provide for Verizon the right to request that AT&T at any time provide Verizon adequate assurance of payment of amounts due (or to become due) to Verizon. Verizon's proposed language in § 20.6 of Verizon's redline of the Parties' interconnection agreement adequately addresses this issue. It provides AT&T with detailed requirements as to what it can expect from Verizon's reasonable determination that AT&T may be unable to pay its debts. AT&T has agreed to this provision in New York and Verizon is unsure why it refuses to

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			There is no justification for Verizon to be in a position to wield such power; simply possessing it is to invite its abuse.	Date or at any time thereafter, does not have established credit with Verizon or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (i) a cash security deposit in U.S. dollars held in an account by Verizon or (ii) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by Verizon, for the services, facilities or arrangements to be provided by Verizon to AT&T in connection with this Agreement. To the extent that Verizon opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in	agree to the same requirements in Virginia.

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				effect in any relevant jurisdiction. If required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such deposit held by Verizon at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. Verizon may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to AT&T in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. The fact that a security deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve AT&T from compliance with Verizon's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to Verizon for the services, facilities or arrangements rendered.	
VII-17	Should AT&T be permitted to limit Verizon's ability to transfer its Telephone Operations?	AT&T Proposed § 12.2 of the Verizon/AT&T Agreement is found in the discussion of Issue V-15.	See Issue V.15. This is merely Verizon recharacterizing an AT&T issue already addressed in the arbitration petition.	**28.2 Independent Contractor** Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all	AT&T claims that it has the ability to exercise a veto right over any future sale or transfer of Verizon assets. Specifically, AT&T contends that Verizon shall require that the Transferee shall agree in writing to be bounded by all of Verizon's obligations and that Verizon will guarantee the Transferee's performance. No provision under the Act, or any other

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				for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.	law, requires Verizon to continue its obligations under an interconnection agreement after relevant assets have been sold or transferred and Verizon is no longer providing service in a particular area. Moreover, under Virginia law, any transfer of assets requires Virginia SCC involvement. Thus, this is the proper forum for AT&T to voice any concerns over a transfer of Verizon assets.
VII-18	When the parties have already reached mutual agreement with respect to services quality measurement reports, standards and remedies, should AT&T be allowed to propose new language that contradicts the parties' prior arrangement?	AT&T Proposed §§ 5.8.8 - 5.8.8.3 of the Verizon/AT&T Agreement provides language relating to AT&T's position.	Verizon is wrong in claiming that § 26 of the proposed interconnection agreement somehow contravenes an existing agreement on performance metrics and standards, and therefore forecloses other standards in the interconnection agreement. Section 26 of the agreement referenced by Verizon simply makes reference to "performance standards required by Applicable Law." Section 26 is not self-executing and there are no performance standards otherwise required by law. Therefore § 26 by itself is toothless. Contrary to Verizon's claim, there is no "prior agreement" on performance standards and metrics in Virginia. Virginia metrics and standards are currently under consideration in the Virginia Collaborative Committee established in Case No. PUC000026. However, no metrics and standards have yet been adopted in that proceeding. As described in AT&T's Issue V-16, AT&T, WorldCom and Verizon have	Verizon opposes inclusion of AT&T's proposed sections 5.8.8. through 5.8.8.3 to the Parties' interconnection agreement.	AT&T's proposed contract language should not be included in the Parties' Agreement because it is also addressed by the language contained in § 26 of the Parties' interconnection agreement. AT&T should not be allowed to circumvent the Parties' prior agreement by proposing new contradictory language.

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			been attempting to close an agreement to use a single set of performance metrics and standards in the Verizon ex-C&P footprint, including Virginia. These metrics and standards would be the ones adopted by the New York PSC in its Carrier-to-Carrier ("C2C") proceeding, as amended from time to time by both consensual and non-consensual changes adopted by the New York PSC. In that event, the only performance-related issue left for this Commission to arbitrate will be the remedies to be applied to Verizon in the event that Verizon fails to perform as specified by the standards adopted.		
VII-19	Should AT&T be allowed to include language in the Parties' proposed interconnection agreement when that language was already withdrawn?	AT&T proposed §§ 6.3.17 and 9.3.4 of the Verizon/AT&T agreement provide language relating to AT&T's position on this issue.	During the process of negotiation, various terms and conditions are proposed and discussed, as is particular contract language. Until they reach such final agreement, both parties may propose terms or conditions and related language for the purpose of continuing negotiations. Verizon characterizes certain language that AT&T proposed in the interconnection agreement as having been withdrawn from negotiations or omitted from an AT&T filing in another jurisdiction, and therefore asserts conclusively that the "matter [is] settled." But these provisions involve issues that are not yet completely resolved, and notwithstanding Verizon's assertions, the matter is apparently not yet	Verizon opposes inclusion of AT&T's proposed §§ 6.3.17 and 9.3.4 to the Parties' interconnection agreement.	AT&T has included Meet Point Billing Arrangement language in its proposed interconnection agreement in this Arbitration that it had previously withdrawn from discussion between the Parties. AT&T has also attempted to include contract language regarding interference or impairment in the Network Maintenance and Management section, AT&T proposed § 9.3.4, which it had also previously removed from discussion. Verizon objects to the inclusion of these provision because AT&T had withdrawn them from the Parties discussion beginning in Pennsylvania. More recently, in New York, AT&T did not even propose inclusion of this language in its recent filing with the New York PSC. Verizon objects to

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			settled.		AT&T's attempt to circumvent the negotiation process because Verizon had considered this matter settled.
VII-20	Should AT&T be required to notify Verizon when it is owed a credit for "hot-cut" rescheduling?	AT&T Proposed § 11.9.4.1 of the VZ/AT&T Agreement is as follows: 11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties. 11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following: (i) If VZ requests to	AT&T asks VZ to automatically issue a credit for missed hot-cuts. VZ intends to assess hot-cut charges even where it causes the rescheduling. VZ acknowledges that when an appointment. is missed and a hot cut is rescheduled, AT&T is entitled to a waiver. Moreover, VZ does not object to issuing this credit. However, VZ insists that AT&T request the credit. It is inequitable to impose such burden on the purchaser, AT&T. VZ's position fails to reflect its position as a seller in a competitive marketplace. Instead, it indicates the monopoly mentality, even towards one of its largest customers. VZ should automatically issue a credit to AT&T in the normal course of its work-provisioning process flows.	**11.9.4.1** If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following: (i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived, upon request from AT&T; and (ii) If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.	In converting an existing, working analog 2 Wire loop associated with local number portability (known as a "hot cut"), Verizon is entitled to charge a non-recurring fee for the labor, equipment and service provided by its workforce. At times, an appointment may be missed and a hot cut must be re-scheduled. When this happens, AT&T is entitled to a credit. The present issue involves how this credit should be issued. Nevertheless, given current processes, Verizon has no way to stop a service charge from being generated once the order is placed. For this reason, AT&T should notify Verizon when it is owed a credit. AT&T can do so once an appointment is missed and not when the bill is issued. If AT&T's position is adopted, it will force Verizon to reshape its entire ordering and provisioning system.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived. (ii) If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.			
VII-21	Should force majeure events excuse the parties' performance under the interconnection agreement?	VZ proposed § 28.3.1 of the VZ/AT&T agreement is as follows: 28.3 Force Majeure 28.3.1 Except as otherwise specificall provided in this Agreement (including t of illustration circumstances where a Pa required to implement disaster recovery to avoid delays or failure in performanc the implementation of such plans was d to avoid the delay or failure in performa neither Party shall be responsible for dela failures in performance of any part of thi Agreement resulting from acts or occurre beyond the reasonable control of such Pa regardless of whether such delays or failu performance were foreseen or foreseeabl the date of this Agreement, including, wi	AT&T understands this term to have been resolved in Pennsylvania last September. VZ counters with a new term it asserts was agreed to in NY. The missing phrase that VZ insists on including is not reflected in the redlined contract version it filed, nor that filed by AT&T. AT&T reserves its right to supplement this response in light of further negotiations.	**28.3 Force Majeure** **28.3.1** Neither Party shall be responsible for delays or failures in performance of any part of this Agreement resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: acts of nature, unusually severe weather conditions, riot, sabotage, volcano, military authority, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance	In negotiations earlier this year in New York, Verizon and AT&T drafted a Force Majeure clause that the Parties agreed to use in the states. The Force Majeure clause offered by AT&T in this Arbitration, however, is missing a phrase that was included in that New York Force Majeure negotiations. It is Verizon's position that the Parties should agree to the deal struck in New York and, on that basis, Verizon urges the Commission to adopt the language that Verizon has offered.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		limitation: acts of nature, unusually seve weather conditions, riot, sabotage, volcar military authority, fire, explosion, power acts of God, war, revolution, civil comm acts of public enemies; any law, order, regulation, ordinance or requirement of a government or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or del caused by the other Party or by other ser equipment vendors; or any other acts or occurrences beyond the Party's reasonab control (any of the foregoing being a "F Majeure Event"). In such event, the nonperforming Party shall, upon giving p notice to the other Party, be excused fron performance on a day-to-day basis to the of such interferences (and the other Party likewise be excused from performance o obligations on a day-to-day basis to the e such Party's obligations relate to such performance are interfered with). The nc performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of non-performance including o substitute products or services from alter sources on commercially reasonable term both Parties shall proceed to perform wit dispatch once the cause(s) are removed o Notwithstanding the above, in no case sh Force Majeure Event excuse either Party the obligation to pay money when due ur Agreement, nor require the non-performi Party to settle any labor dispute except as non-performing Party, in its sole discreti determines appropriate.		or requirement of any government or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control (any of the foregoing, a "Force Majeure Event"). In such event, the nonperforming Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of non-performance (which, in the case of a Force Majeure Event due to a delay caused by a service or equipment vendor, includes, but is not limited to, retaining replacement vendor(s)) and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole	

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				discretion, determines appropriate.	
VII-22	Should Verizon's central office technician be required to follow AT&T's proposed requirements contrary to the Parties' prior agreement?	AT&T Proposed § 11.9.9 and 10 of the VZ/AT&T Agreement is as follows: 11.9.9 After receiving notification of completion of the hot cut by VZ, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may request that a loop be tested in the central office. Upon such a request, the VZ's Central Office Technician will check for dial-tone and ANI on the line at the AT&T POI. If no dial-tone is found at this point, the Central Office Technician will refer the trouble back to AT&T. If AT&T cannot isolate the trouble on the its side of the network, AT&T will request a meeting between the AT&T Technician and the VZ Central Office Technician to resolve the problem. If the VZ Central Office Technician finds dial-tone at the AT&T POI, a second dial-tone and ANI test will be performed at the last test point within the VZ Central Office. If a problem is found at this point, the VZ Central Office Technician will isolate the problem, review the cross connects at the main distribution frame, and correct the problem. If the VZ Central Office Technician cannot isolate the problem with the dial tone leaving the central office, a dispatch of a field technician will be required. VZ's field technician shall then test	Provisions detailing the processes which CO technicians follow to clear troubles ensure each party understands its obligation.	Verizon opposes inclusion of AT&T's proposed § 11.9.10 to the Parties' Agreement.	Verizon and AT&T had agreed to delete § 11.9.10 of the Verizon proposed interconnection agreement dealing with how a Verizon's central office technician fixes or escalates trouble on an AT&T line. To confirm this agreement, AT&T deleted this section from its proposed contract that it submitted in New York on May 25, 2001. Thus, this provision should also be deleted from the Parties' proposed interconnection agreement before this Commission.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		for dial tone to any extended demarcation point at the customer's premises that may be associated with that order. 11.9.10 If AT&T and VZ cannot isolate and fix the problem in a timeframe acceptable to AT&T or the customer, AT&T will be able to request the restoration of service to the customer as previously provided on the VZ network. Such restoration shall occur immediately, and shall be consistent with the time required to reconnect the customer's loop to VZ's network. Further, AT&T customers shall not be subjected to any VZ process delay otherwise applicable to new or returning customers.			

JOINT DECISION POINT LIST XII

PERFORMANCE METRICS AND REMEDIES

WorldCom, Cox, AT&T ads. Verizon

(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
Category II: common to **WorldCom** and *AT&T* (pricing/costing)
Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
Category IV: unique to WorldCom
Category V: unique to AT&T
Category VI: Verizon supplemental issues with WorldCom
Category VII: Verizon supplement issues with AT&T

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:
WorldCom (bold)
Cox (underline text)
AT&T (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
			Performance Metrics & Remedies		
III-14	**What are the appropriate financial remedies that should apply to Verizon's provision of services pursuant to the interconnection agreement?** *Performance Reports and Benchmarks. What are the appropriate performance metrics and*	**Attachment X.** *The Performance Incentive Plan ("PIP") attached to the interconnection agreement as schedule 26.1.1 should be adopted by the Commission as part of the interconnection agreement. The PIP*	**It is critical that a self-executing remedies plan be implemented along with the performance reports, standards and benchmarks. The remedies plan must be meaningful so that it gives Verizon the incentive to give CLECs service on a non-discriminatory basis. WorldCom's**	**Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, (section 31 of the Agreement), Verizon currently proposes to use same language for WorldCom as it does for AT&T, set forth below:**	Time and resources should not be devoted to this detailed and complex set of issues in the context of this proceeding when the Virginia Commission is considering the issues in a state-specific proceeding involving all interested CLECs, including AT&T and WorldCom, and when the Commission already has reviewed and

[1] Some details of the mutual understanding still remain to be ironed out. The states that would be covered by the understanding would be Virginia, the District of Columbia, Maryland and West Virginia.

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	standards and financial remedies that should apply to Verizon's delivery of services under the Agreement, in the event that Verizon fails to meet the performance metrics adopted for Virginia?	*can be applied, in a straightforward manner, to any underlying set of performance metrics and standards. As such, its adoption need not be held in abeyance for the resolution of the regional performance metrics and standards.*	**remedy proposal at Exhibit B to Attachment X of WorldCom's proposed agreement sets forth such a plan.** *While they are in issue, performance metrics and standards probably will not be arbitrated in this proceeding, because AT&T and Verizon appear to be close to an agreement on an ex-C&P company regional approach, based upon the metrics and standards in effect in New York as they may be modified from time to time.*[1] *However, the financial remedies and incentives that should apply to Verizon's delivery of services under the Agreement, in the event that Verizon fails to meet the performance metrics and standards established for Virginia, remain a substantial issue and one that is currently not the subject of any other proceeding to resolve the issue.*[2] *The remedies and incentives that apply when Verizon fails to meet performance standards must be immediately applicable and sufficiently large enough to provide a meaningful incentive for Verizon not to permit performance degradation and to re-establish compliant performance quickly when such deterioration occurs. Token*	**for AT&T, set forth below:** *26 SERVICE QUALITY MEASUREMENT REPORTS, STANDARDS AND REMEDIES* ***26.1** Verizon shall provide services, facilities and arrangements under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act. Verizon shall also provide services, facilities and arrangements under this Agreement, and provide reports on its performance and the measurement thereof, in accordance with the performance standards implemented by the Virginia Collaborative Committee established in Case No. PUC000026, and adopted by the New York Public Service Commission (PSC) in its Carrier-to-Carrier proceeding, as amended from time to time by both consensual and non-consensual changes adopted by the New York PSC.* *26.1.1 Verizon shall provide performance measurement reports and remedies payments to AT&T in accordance with the Performance Incentive Plan as set forth in*	accepted a performance plan for Verizon for Virginia in the context of the Merger Order. Verizon's proposed contract language makes it clear that Verizon will comply with applicable law, and the Petitioners can require no more. Unique interconnection agreement mandated service quality measures, standards and financial incentives for WorldCom and AT&T should be rejected. Rather, there should be a uniform set of measures, standards and financial incentives as adopted by the Virginia Commission that apply consistently to Verizon for all CLECs operating in Virginia. The Virginia Commission will fully consider these issues and the Commission already has addressed the issues in the context of the Merger Order. The Commission has indicated it does not intend to supplant or supersede existing or future state performance plans, so any time and resources devoted to these issues in the context of this proceeding ultimately would be wasted in light of the ongoing Virginia Collaborative.

[2] The Virginia Collaborative Committee established in Case No. PUC000026 has as one of its charters the establishment of remedies and incentives. However, the Committee has not yet addressed this issue. It has just begun consideration of permanent performance metrics and standards as the logical precursor to remedies and incentives.

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			remedies, of the type Verizon proposes, are no practical incentive when the reward for paying the incentive is retention of its existing monopoly. The remedies Verizon proposed are little more than a minor annoyance that could easily be treated as an ordinary cost of doing business. Instead of adopting the Verizon position, the financial remedies and incentives (and operational details) set forth in the Performance Incentive Plan ("PIP") advocated by AT&T should be adopted.	*Schedule 26.1.1.* *26.2 AT&T shall provide services, facilities and arrangements under this Agreement in accordance with the performance standards required by Applicable Law.*	
IV-130	What are the appropriate performance reports, standards and benchmarks that should apply to Verizon services provided pursuant to the interconnection agreement?	Attachment X	The appropriate performance reports, standards and benchmarks that should apply to Verizon services and that should be included in the new interconnection agreement build upon work done in other jurisdictions on the issue.	See response to Issue III-14 above.	See response to Issue III-14 above.

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JOINT DECISION POINT LIST XIII

(MISCELLANEOUS)

WorldCom, Cox, AT&T ads. Verizon

(Docket Nos. 00-218, 00-249, and 00-251)

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
			Miscellaneous		
V-14	***Record Access*** What should be the requirements for providing access to facilities records — including cable plats?	AT&T Section 16.1 is as follows: 16.1 VZ shall provide AT&T access for purposes of making attachments to the poles, ducts, rights-of-way and conduits that VZ owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be provided in accordance with the requirements of 47 U.S.C. § 224, including any Applicable Law.	AT&T must have direct access to Verizon's cable plats to provide facilities-based local service by. Verizon's refusal to allow AT&T access to these cable plats is nothing more than a monopolistic attempt to restrain AT&T's ability to provide local service to multiple dwelling units ("MDUs") in Virginia. For AT&T to determine the most efficient and economic way to provide service to MDUs (or other locations), it must have access to, and the ability to copy, Verizon's cable plats. Where AT&T decides that it would be advantageous to deploy facilities directly to the MDU (or other buildings, campuses,		Verizon is required only to provide access to those records that are pertinent in responding to a legitimate inquiry for access to Verizon's poles, ducts, conduits or rights of way. The Local Competition Order also gives Verizon the right to protect all propriety information that may be contained in these records. AT&T's claims for unfettered access to Verizon's cable records are invalid as this request serves no legitimate purpose recognized in the Act. Verizon's cable records contain confidential information which AT&T has no valid claim to access.